


## **MASS MEDIA BUREAU'S EXHIBITS**

### **Volume 2**

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11	Appointment calendar pages for July 26 through August 1, 1993	1
12	Invoice from Irwin, Campbell & Crowe to Federated Media dated September 9, 1993	2
13	August 31, 1993 letter from Robert Watson to David Foltyn	1
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15	September 2, 1993 letter from David Hicks to John Booth	1
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19	Notes dated 9/20/93	3
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27	November 3, 1993 letter from Eric Brown, Jr. to David Hicks and John Dille, III	1
28	Draft of the Asset Purchase Agreement dated 11/4/93	19
29	November 5, 1993 letter from Eric Brown to David Hicks	1
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31	November 8, 1993 letter from Eric Brown to David Hicks	1
32	Invoice from Irwin, Campbell & Crowe to Federated Media dated December 6, 1993	2
33	Fax from Dave Hicks to Rick Brown dated 11/23	1
34	November 26, 1993 letter from Robert Watson to Eric Brown, Jr.	1
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38	December 16, 1993 letter from Alan Campbell to Robert Watson	1
39	Invoice from Irwin, Campbell & Crowe to David Hicks dated January 10, 1994 (two copies)	4
40	December 17, 1993 letter from Alan Campbell to David Hicks	2
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42	Invoice from Irwin, Campbell & Crowe to David Hicks dated February 2, 1994	2

43	Invoice from Irwin, Campbell & Crowe to Federated Media dated March 7, 1994	1
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54	Invoice from Irwin, Campbell & Crowe to David Hicks dated April 6, 1994	2
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56	March 21, 1994 letter from Eric Brown to David Hicks	6
57	March 24, 1994 letter from J. Scott Troeger to Robert Watson	1
58	March 25, 1994 letter from Robert Watson to Eric Brown	1
59	Certificate of Organization of Hicks Broadcasting of Indiana, LLC	3
60	March 29, 1994 letter from Eric Brown to Alan Campbell	1
61	Note from Ric to Bob dated 3/30/94	3
62	Fax from Sam Thompson to Bob Watson dated March 30, 1994	5

63	March 30, 1994 letter from Robert Watson to Eric Brown	4
64	Fax from Scott Troeger to Robert Watson dated March 31, 1994	4
65	Fax from Scott Troeger to Steve Stankewicz dated March 31, 1994	5
66	March 31, 1994 letter from Steven Stankewicz to S. Lee Johnson	3

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EX

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CURRENT-REPORT-PERIOD				YEAR-TO-DATE		
ACTUAL *****	BUDGET *****	HISTORY *****	ACCOUNT DESCRIPTION *****	ACTUAL *****	BUDGET *****	HISTORY *****
WRBR - FM, SOUTH BEND						
INCOME STATEMENT						
REVENUES						
TIME SALES						
30,717.51	99,000.00	75,373.84	SPCT ANNOUNCEMENTS - LOCAL	779,640.48	1,037,500.00	981,298.11
3,743.75	7,200.00	2,775.00	SPCT ANNOUNCEMENTS - NAT'L.	44,804.25	80,100.00	68,213.00
.00	.00	.00	SPCT ANNOUNCEMENTS-POLITICAL	10,104.50	.00	517.00
.00	.00	.00	SPOT ANNOUNC.-NAT'L.POLITIC.	.00	.00	.00
34,461.25	106,200.00	78,148.84	TOTAL TIME SALES	832,549.23	1,117,600.00	1,050,018.11
INCIDENTAL BROADCAST REVENUE						
.00	.00	.00	RENTAL ON EQUIPMENT	.00	.00	.00
.00	.00	135.00	TALENT	1,264.00	.00	612.00
.00	.00	135.00	TOTAL INCIDENTAL BROADCAST REVENUE	1,264.00	.00	612.00
OTHER INCOME						
.00	.00	.00	SALE OF FIXED ASSETS	460.00	.00	.00
.00	.00	.00	MISCELLANEOUS INCOME	69,211.50	.00	60.00
.00	.00	.00	TOTAL OTHER INCOME	69,671.50	.00	60.00
34,461.25	106,200.00	78,283.84	TOTAL WRBR INCOME	903,889.73	1,117,600.00	1,050,690.11

HICKS 296

HICKS 000743

Docket No. MM96-155  
 Presented by MM96-155  
 Federal Communications Commission  
 Identified MM96-155  
 Received MM96-155  
 Rejected MM96-155  
 Date 10-2-91  
 Reporter MM96-155  
 Division MM96-155

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HICKS 000744



CURRENT-REPORT-PERIOD										YEAR-TO-DATE	
ACTUAL	BUDGET	HISTORY	ACCOUNT DESCRIPTION	ACTUAL	BUDGET	HISTORY					
000000	000000	000000	00000000000000000000	000000	000000	000000					
13.00	0.00	1.200.00	PRODUCTION - CASH	9,340.00	16,300.00	34,659.00					
0.00	750.00	1.400.00	PRODUCTION - NON CASH	22,509.72	25,500.00	10,025.13					
0.00	75.00	0.00	TRAVEL - PROGRAM	23.36	900.00	1,218.10					
20,033.04	23,404.00	29,723.14	TOTAL PROGRAM EXPENSE	32,872.08	331,560.00	346,547.21					
SALES EXPENSE											
3,077.72	5,106.00	1,071.28	SALARIES - OFFICERS WBR	4,112.16	29,399.00	50,924.12					
315.00	3,448.00	3,770.13	SALARIES - CLERICAL WBR	24,295.00	44,024.00	39,112.50					
0.00	0.00	0.00	CLERICAL - OVERTIME WBR	79.06	1.00	387.19					
0.194.73	14,850.00	11,511.70	COMMISSIONS - SALESMAN WBR	13,446.83	150,625.00	143,037.61					
10.46	918.00	416.31	COMMISSIONS - NATIONAL REP.	51,615.81	1,012,140.00	6,924.85					
0.00	200.00	0.00	CONSULTING & RIGHTS FEE WBR	173.00	2,400.00	100.00					
0.00	600.00	0.00	PRODUCTION SALES DEPARTMENT	340.05	2,800.00	4,820.84					
4,444.50	2,175.00	2,440.83	RESEARCH SURVEYS WBR	32,969.11	49,900.00	40,374.45					
2,053.30	0.00	756.80	PRODUCTION - CLIENT	23,644.90	30,000.00	10,096.55					
1,051.00	500.00	0.00	TRAVEL - SALES WBR	3,310.03	6,000.00	1,417.91					
4,789.43	27,099.00	17,750.45	TOTAL SALES EXPENSE	273,036.55	387,462.00	303,416.02					
ADMINISTRATIVE EXPENSE											
0.571.62	9,538.00	11,564.30	SALARIES - OFFICERS WBR	11,663.25	12,398.00	121,031.72					
2,451.50	4,566.00	5,250.00	SALARIES - CLERICAL WBR	55,137.80	59,356.00	35,016.00					
0.00	0.00	0.00	CLERICAL - OVERTIME WBR	24.00	1.00	135.68					
0.00	0.00	0.00	TEMPORARY LABOUR WBR	6,994.56	3,600.00	2,458.40					
303.50	300.00	183.31	DATA PROCESSING WBR	14,263.54	15,996.00	14,356.25					
656.34	1,333.00	476.51	OFFICE SUPPLIES WBR	2,992.77	3,000.00	3,030.32					
476.68	300.00	246.00	POSTAGE WBR	796.00	2,400.00	2,190.95					
20.00	2,000.00	0.00	JANITOR SERVICE WBR	1,719.94	2,000.00	21,969.14					
2,146.78	2,000.00	1,591.44	TELEPHONE & TELEGRAPH WBR	1,066.08	2,500.00	0.00					
935.92	2,000.00	0.00	HEAT, LIGHT & POWER WBR	28,690.00	38,000.00	22,000.00					
3,020.00	3,000.00	2,000.00	RENT WBR	0.00	0.00	0.00					

CURRENT-REPORT-PERIOD-									
ACTUAL	BUDGET	HISTORY	ACCOUNT DESCRIPTION	ACTUAL	BUDGET	HISTORY	YEAR-TO-DATE	BUDGET	HISTORY
6.80	203.00	42.00	REPAIRS & MAINTENANCE	5,087.57	24,000.00	2,202.45			
1.091.65	.00	.00	RENTAL OF EQUIPMENT	638.79	3,200.00	265.60			
60.00	3,805.00	2,788.96	TAXES - PAYROLL WARR	43,788.05	31,680.00	49,350.66			
347.00	470.00	470.00	TAXES - PROPERTY WARR	3,210.00	5,565.00	5,660.00			
15.00	500.00	480.00	TAXES - STATE CORP.	5,153.00	6,000.00	5,212.00			
.00	.00	15.00	TAXES - MISC.	215.00	3,000.00	15.00			
.00	.00	.00	PRODUCTION - TV	29,926.00	30,000.00	73,162.84			
.00	.00	.00	PRODUCTION - OUTDOOR	7,000.00	3,000.00	3,459.75			
.00	.00	.00	PRODUCTION - PRINT	1,576.54	1.00	4,599.00			
10,160.30	.00	.00	PRODUCTION - DIRECT MAIL	8,441.75	3,000.00	3,000.00			
.00	.00	.00	PRODUCTION - OTHER	3,411.33	3,350.00	3,892.04			
.00	.00	.00	PRODUCTION - TELEMARKETING	7,154.50	7,062.00	9,211.10			
231.44	614.00	.00	PRODUCTION - SUBSCRIPTIONS WARR	1,237.02	6,000.00	5,797.99			
450.00	550.00	1,186.85	PRODUCTION - SUBSCRIPTIONS WARR	350.00	350.00	365.00			
7,849.95	1,500.00	452.00	PRODUCTION - SUBSCRIPTIONS WARR	25,359.95	25,000.00	25,000.00			
.00	30.00	.00	COLLECTION EXPENSE WARR	225.00	600.00	460.49			
141.63	75.00	105.63	FREIGHT EXPENSES CHARGES WARR	1,038.74	1,000.00	1,301.16			
308.40	750.00	256.93	TRAVEL - ADMINISTRATIVE	4,680.29	9,000.00	5,348.71			
35.00	40.00	85.00	BAK. SERVICE CHARGE WARR	418.68	1,000.00	310.00			
164.00	15.00	.00	MISCELLANEOUS WARR	104.96	180.00	.00			
187.79	7,444.00	3,702.91	EMPLOYEE BENEFITS WARR	19,201.47	19,200.00	18,504.00			
41,067.06	37,450.00	32,764.16	TOTAL ADMINISTRATIVE EXPENSE	53,095.28	53,670.00	52,347.15			
71,499.21	101,109.00	84,801.92	TOTAL WARR OPERATING EXPENSE	179,039.73	179,290.00	179,133.95			
17,037.96	5,091.00	6,518.00	WARR CASH FLOW	286,435.02	27,000.00	2,670.00			
7,387.79	3,506.00	3,698.09	DEPRECIATION - WARR	31,806.17	3,600.00	3,600.00			
57.00	.00	280.00	AMORTIZATION - WARR	190.00	.00	280.00			
24,482.73	1,585.00	10,616.17	WARR PROFIT OR LOSS (-)	425,073.81	28,600.00	28,738.92			

HICKS 000746  
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CONFIDENTIAL MEMO TO JOHN BOOTH

RE: SOUTH BEND RADIO ONE OPERATIONS

APRIL 15, 1993

Dear John,

What follows here is a few ramblings on the status of South Bend and our "arrangement".

First an important preface, despite our beginnings I am satisfied that the notion of synergies of combined operations are valuable. All that I have read and heard suggests that while not easy still valid. I remain pleased we have this association.

That said, I am not so confident we are utilizing or availing ourselves of those synergies. In fact, John, we are not.

Three areas stand between ourselves and the referenced benefits:

Leadership

Sales presentation strategy

Colocated operations

Without some change we cannot maximize our opportunity.

LEADERSHIP

The chief lesson we learned from the early days of the JOA was that Steve Ruby could not directly operate one radio station and adequately manage the sales force necessary to sell the JOA. As a remedy we relieved him of the station operational duties and asked him to focus entirely on the JOA. That is all Sales.

Despite the apparent ease of operating a Lite AC and doing sales for a combo it just wasn't working. But as important there was no light on the horizon. Perhaps upon startup we had too many cooks in the kitchen or other factors, I don't think so or at least not enough. Then, later, decided Steve was not "The Man" in any form. But the clear lesson is at this stage of development, no one person can do two things at once. We need one person's single minded focus on the selling task.

The current status as you know asks not Steve but Vince to shoulder two tasks. The assumption here is that he is a veteran, he has strong

PATH01598

10-6-95

Reporter

Date

Presented by

Docket No.

Identified

Revealed

Rejected

Rejection

Exhibit No.

Federal Communications Commission

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Reporter Date 10-9-07	
Presented by MMB	DJP 11-9-07
Docket No. MMB	Identified 11-9-07
Federal Communications Commission Exhibit 110 6	Received 11-9-07

programming backup and there is now one fewer cook in the kitchen. Likewise, Dick Rhodes has withdrawn much, not all, of his involvement to leave Vince free of any intrusion. Also to regain lost ground back in Elkhart caused partly by trying to do two things at once.

In brief, I am not certain we have not asked Vince to do the very same illconceived task we asked Steve to do. This, combined with my own skepticism about his leadership skills, is a matter of greatest concern. Clearly a painful observation given my affection for Vince.

### SALES PRESENTATION STRATEGY AND REVENUE EXPECTATIONS

The February NAB Group Head Fly-in ( I pray the writers of Saturday Night Live never learn of this designation ) provided some interesting insight into the experience of four early JOA/LMA'ers that could be learned against your own as we consider this.

A panel of four, Bill Stakelin, Bud Paxson, Steve Edwards of Nashville, and Alan Box spoke for nearly two hours on the topic. While absolutes were notably absent some conclusions did emerge:

- 1.) Presentation of each station must be done separately. This even if the same person did the presenting. Without the separation 1 + 1 does not, in reality, equal 2.
- 2.) Emerging feeling favors separate sales staffs with common Sales Manager. This view shifted by market size.

None of it was considered as simple. All had some rough beginnings, but all equally all thought the benefits worth the effort.

### COLOCATED FACILITIES

The panel as well as other anecdotal evidence urges wherein possible operations that can be together are significantly better performers. Less supervisory hassle, more savings and clearly the most important, the enthusiasm and energy created by having the stations in the one family environment.

South Bend is no exception.

### SOME FACTS

Since the inception of the JOA, we have lost \$178,271.  
During the same period the year before we had lost \$37,154.

The primary cost of Steve Ruby was borne by Pathfinder. Only the incentive portion of his compensation would have been an expense of the JOA.

Through the first quarter Local Market Revenue is UP 10%, we are DOWN 47%.

As you know, through the first quarter we are only 59% of budget.

Estimates of the cost of construction of two studios at WLTA's location range between \$3,000 and \$4500. Rent required to replace existing tenant is less than \$5,000 per year. This represents direct building costs without profit and overhead.

No estimate of moving costs has been made, only the cost of renovation in the Edison Centre complex.

#### SOME RELECTIONS

Despite my affection for Vince some things are coming clear. And recall please I am the guy who suggested we give Vince a chance. There were the advantages of having a veteran broadcaster, a person known in the market and knows the market and a person known to the staff.

After two monthes there is no change in our performance. Perhaps even slightly worse. Last year we billed \$77,000 this year we'll do about \$57,000. Year to date we're off \$100,000 from last year.

Two monthes isn't a long time, I know. But Vince isn't new either.

Number of calls per salesperson is way off and average order size is down. In other words, no improvement in selling behavior.

Worse, I fear loss of good people. Or the inability to attract good new people. Winners want to be with winners, as you know. We are not perceived as such.

Unfortunately Vince has been sick or ailing a fair number of days also.

John, you have in effect if not in fact, entrusted me with your assets in South Bend. I do not mean to suggest you have relinquished responsibility or given up caring about them, I just feel a burden of looking after another man's property. I welcome it for certain, but the responsibility requires candor. In simplest terms, if these combined assets were mine I wouldn't operate them the way we are. You have star performers in Clyde in Toledo and Jerry McKenna in Sacramento, just to name two. We have some stars as well. But not in South Bend. I think it is time for a change.



I would at least like to look for a replacement. Here is what I would suggest:

1. Begin immediately to find a person to fill the GSM function for Radio One.

2. In order to attract the quality of leadership we want I think we should plan to make him GM of both operations if he/she is successful at the sales task. This would come after the first year to 18 months. All of this made known to all concerned.

This person would still report to the committee.

Vince's role would be altered. Perhaps to his previous status plus some PR and National/Regional business

3. At the time the candidate is given the additional duties of station management he/she could elect to replace himself as GSM of Radio One or not.

4. Cost of the JOA would still be in the vicinity of the original deal unless we had a opportunity to get a particularly good candidate. This is possible given the talent pool these days. In fact, we should probably shoot for it.

Combining operation ought to occur as soon as you are comfortable with a move. There is not a lot of money involved and the benefits could be dramatic.

Despite the dismal nature of this report I remain committed to the project. The concept makes sense, it's the execution that is lacking.

I'll wait for your response. It might be time for a Marshall Plan II.. In any case, I think we've reached a critical stage in South Bend that demands attention.

Best personal regards,

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BROADCAST STATION  
ANNUAL EMPLOYMENT REPORT 1993

Approved by OMB  
2000-0000  
Expires 6/30/93

(For FCC Use Only)

Code No. 03303

SECTION I

A. Name of Licensee or Permittee BOOTH AMERICAN COMPANY	B. Address 333 W FORT STREET P O BOX 888 DETROIT, MI 48231
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SECTION II

A. TYPE OF RESPONDENT (check ONLY one)

COMMERCIAL BROADCAST STATION		NONCOMMERCIAL BROADCAST STATION		HEADQUARTERS
AM <input type="checkbox"/> AM	TV <input type="checkbox"/> TV	ER <input type="checkbox"/> Educational AM or FM Radio	HQ <input type="checkbox"/>	
FM <input checked="" type="checkbox"/> FM	LP <input type="checkbox"/> Low Power TV	ET <input type="checkbox"/> Educational TV		
AF <input type="checkbox"/> Combined AM & FM in same area (must file a combined report)	IN <input type="checkbox"/> International			

RECEIVED

MAY 28 1993

FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF THE SECRETARY

B. List call letters and location(s) of included stations. AM station is to be listed first in a combined report. List call letters for each station if changed since last 395-B report.

CURRENT CALL LETTERS	LOCATION(S)	FORMER CALL LETTERS
WRBR - FM	SOUTH BEND, IN	

SECTION III

A. PAY PERIOD COVERED BY THIS REPORT (DATE)

MARCH 8 - MARCH 19, 1993

B. CHECK APPLICABLE BOX

- ☐ Fewer than five full-time employees during the selected payroll period (Complete page one only and certification statement and return to FCC)
- ☒ Five or more full-time employees during selected payroll period (Complete all sections of form and certification statement and return to FCC)

SECTION IV CERTIFICATION

This report must be certified, as follows: (a) By licensee, if an individual; (b) By a partner, if a partnership (general partner, if a limited partnership); (c) By an officer, if a corporation or an association; or (d) By an attorney of the licensee, in case of physical disability or absence from the United States of the licensee.

WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

I certify to the best of my knowledge, information and belief, all statements contained in this report are true and correct.

Signed John L. Booth, II  
Print Name JOHN L. BOOTH, II

Title PRESIDENT & SECRETARY  
Date 5/21/93 Telephone No. (313) 965-3360

Report Date 10-6-98

86-6-11-98

Identified

Received

Presented by

Docket No. 86-6-11-98

Federal Communications Commission

Exhibit 10

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# SECTION V - EMPLOYEE DATA

FULL-TIME PAID EMPLOYEE DATA		MALE					FEMALE				
JOB CATEGORIES	TOTAL (a-p)	WHITE (NOT HISPANIC) (a)	BLACK (NOT HISPANIC) (b)	HISPANIC (c)	ASIAN OR PACIFIC ISLANDER (d)	AMERICAN INDIAN, ALASKAN NATIVE (e)	WHITE (NOT HISPANIC) (f)	BLACK (NOT HISPANIC) (g)	HISPANIC (h)	ASIAN OR PACIFIC ISLANDER (i)	AMERICAN INDIAN, ALASKAN NATIVE (j)
OFFICIALS & MANAGERS	4	4									
PROFESSIONALS	4	3					1				
TECHNICIANS											
SALES WORKERS											
OFFICE & CLERICAL	1						1				
CRAFT WORKERS (SKILLED)											
OPERATIVES (SEMI-SKILLED)											
LABORERS (UNSKILLED)											
SERVICE WORKERS											
TOTAL	9	7					2				

ART-TIME PAID EMPLOYEE DATA		MALE					FEMALE				
JOB CATEGORIES	TOTAL (a-j)	WHITE (NOT HISPANIC) (a)	BLACK (NOT HISPANIC) (b)	HISPANIC (c)	ASIAN OR PACIFIC ISLANDER (d)	AMERICAN INDIAN, ALASKAN NATIVE (e)	WHITE (NOT HISPANIC) (f)	BLACK (NOT HISPANIC) (g)	HISPANIC (h)	ASIAN OR PACIFIC ISLANDER (i)	AMERICAN INDIAN, ALASKAN NATIVE (j)
OFFICIALS & MANAGERS											
PROFESSIONALS	5	4					1				
TECHNICIANS											
SALES WORKERS											
OFFICE & CLERICAL											
CRAFT WORKERS (SKILLED)											
OPERATIVES (SEMI-SKILLED)											
LABORERS (UNSKILLED)											
SERVICE WORKERS											
TOTAL	5	4					1				

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**BROADCAST STATION**  
**ANNUAL EMPLOYMENT REPORT 1993**

Approved by OMB  
3000-0390  
Expires 9/30/93

(For FCC Use Only)

Code No. **00712**

**SECTION I**

<b>A. Name of Licensee or Permittee</b> Pathfinder Communications Corporation WTRC/WLTA	<b>B. Address</b> P.O. Box 2500 Elkhart, IN 46515
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**SECTION II**

**A. TYPE OF RESPONDENT (check ONLY one)**

<b>COMMERCIAL BROADCAST STATION</b>		<b>NONCOMMERCIAL BROADCAST STATION</b>	<b>HEADQUARTERS</b>
AM <input type="checkbox"/> AM	TV <input type="checkbox"/> TV	ER <input type="checkbox"/> Educational AM or FM Radio	HQ <input type="checkbox"/>
FM <input type="checkbox"/> FM	LP <input type="checkbox"/> Low Power TV	ET <input type="checkbox"/> Educational TV	
AF <input checked="" type="checkbox"/> Combined AM & FM in same area (must file a combined report)	IN <input type="checkbox"/> International		

**RECEIVED**

**JUN - 1 1993**

**B. List call letters and location(s) of included stations. AM station is to be listed first in a combined report. List call letters for each station if changed since last 395-B report.**

**FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF THE SECRETARY**

CURRENT CALL LETTERS	LOCATION(S)	FORMER CALL LETTERS
WTRC - <b>AM</b>	Elkhart	
WLTA - <b>FM</b>	Elkhart	

**SECTION III**

**A. PAY PERIOD COVERED BY THIS REPORT (DATE)**

February 13, 1993

**B. CHECK APPLICABLE BOX**

- ☐ Fewer than five full-time employees during the selected payroll period (Complete page one only and certification statement and return to FCC)
- ☒ Five or more full-time employees during selected payroll period (Complete all sections of form and certification statement and return to FCC)

**SECTION IV CERTIFICATION**

This report must be certified, as follows: (a) By licensee, if an individual; (b) By a partner, if a partnership (general partner, if a limited partnership); (c) By an officer, if a corporation or an association; or (d) By an attorney of the licensee, in case of physical disability or absence from the United States of the licensee.

**WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001), AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).**

I certify to the best of my knowledge, information and belief, all statements contained in this report are true and correct.

Print Name John F. Dille III

Title President

Date 5/4/93 Telephone No. (219) 295 2500

**Federal Communications Commission**

Docket No. MM9866 Exhibit No. 8

Presented by MMB

Di positions

Reporter [Signature]

Date 10-6-98

Identified

Received Oct 22, 1998

Rejected



# SECTION V - EMPLOYEE DATA

## FULL-TIME PAID EMPLOYEE DATA

JOB CATEGORIES	TOTAL (a-p)	MALE					FEMALE				
		WHITE (NOT HISPANIC) (a)	BLACK (NOT HISPANIC) (b)	HISPANIC (c)	ASIAN OR PACIFIC ISLANDER (d)	AMERICAN INDIAN, ALASKAN NATIVE (e)	WHITE (NOT HISPANIC) (f)	BLACK (NOT HISPANIC) (g)	HISPANIC (h)	ASIAN OR PACIFIC ISLANDER (i)	AMERICAN INDIAN, ALASKAN NATIVE (j)
OFFICIALS & MANAGERS	9	7					2				
PROFESSIONALS	8	4					1	2		1	
TECHNICIANS											
SALES WORKERS	13	7					6				
OFFICE & CLERICAL	2						2				
CRAFT WORKERS (SKILLED)											
OPERATIVES (SEMI-SKILLED)											
LABORERS (UNSKILLED)											
SERVICE WORKERS											
TOTAL	32	18					11	2		1	

## B. PART-TIME PAID EMPLOYEE DATA

JOB CATEGORIES	TOTAL (a-p)	MALE					FEMALE				
		WHITE (NOT HISPANIC) (a)	BLACK (NOT HISPANIC) (b)	HISPANIC (c)	ASIAN OR PACIFIC ISLANDER (d)	AMERICAN INDIAN, ALASKAN NATIVE (e)	WHITE (NOT HISPANIC) (f)	BLACK (NOT HISPANIC) (g)	HISPANIC (h)	ASIAN OR PACIFIC ISLANDER (i)	AMERICAN INDIAN, ALASKAN NATIVE (j)
OFFICIALS & MANAGERS											
PROFESSIONALS	5	5									
TECHNICIANS											
SALES WORKERS											
OFFICE & CLERICAL											
CRAFT WORKERS (SKILLED)											
OPERATIVES (SEMI-SKILLED)	1	1									
LABORERS (UNSKILLED)											
SERVICE WORKERS											
TOTAL	6	6									

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IRWIN, CAMPBELL & CROWE  
ATTORNEYS AT LAW  
1320 EIGHTEENTH STREET, N.W.  
SUITE 400  
WASHINGTON, D.C. 20036  
(202) 728-0400  
FAX (202) 728-0354

Date: June 1, 1993

TO:

Bob Watson

FAX:

(219) 294-4014

FROM:

Alan Campbell

RE:

I need to clean this up but have  
it red line on the Memorandum. Changes  
on payment schedule coming ASAP.

Total Number of Pages 6, including this cover sheet

Charge 30400

IF YOU DO NOT RECEIVE ALL PAGES  
PLEASE CONTACT LORENA AT (202) 728-0400

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHOM IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE, AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. THANK YOU

JUN-01-1993 17:20

202 728 0354

P.01

PATH01588

*[Handwritten: 65-97-54]*

Date \_\_\_\_\_  
Reporter \_\_\_\_\_

Disposition \_\_\_\_\_

\* Presented by \_\_\_\_\_  
Doctor No. *Mmgs. 66*

Federal Communications Commission  
Exhibit no. \_\_\_\_\_

*Identified*  
*Recorded*  
*Indexed*

*Oct 22 1964*

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is executed this day of June, 1993, by and between Pathfinder Communications Corporation, or its assigns ("Buyer"), and Booth American Company ("Seller") to provide for the purchase and sale of the assets used and useful in the operation of Radio Station WRBR-FM, South Bend, Indiana (the "Station"). This Memorandum is intended to memorialize and confirm the understandings of the parties with respect to the following:

1. Purchase and Sale. Seller is the licensee of the Station and is the owner of the assets, tangible and intangible, used and useful in the operation of the Station (the "Assets"), including but not limited to that certain Joint Operating Agreement, dated \_\_\_\_\_, 1992, by and between Seller and Buyer (the "JOA"). The assets to be exchanged shall not include cash, accounts receivable, securities, escrow and security deposits and choses in action. Subject to the terms and conditions of this Memorandum, Seller agrees to deliver to Buyer the Assets free and clear of any lien, encumbrance or mortgage.

2. Consideration. In consideration for the purchase of the Assets, the agreement of Seller not to compete and the termination of the JOA, \_\_\_\_\_  
 \_\_\_\_\_ Buyer agrees to pay to Seller the sum of Six Hundred Sixty Thousand Dollars (\$660,000) (the "Total Consideration"), which amount shall include interest earned and payable to Seller \_\_\_\_\_. The Total Consideration shall be paid to Seller in accordance with the attached Payment Schedule which is incorporated herein.

3. Escrow Deposit. Within ten (10) days of the date of this Memorandum, Buyer shall deliver to counsel for Seller (the "Escrow Agent"), its non-negotiable Promissory Note in the principal amount of Fifty Thousand Dollars (\$50,000) (the "Escrow Deposit"). In the event Buyer fails to deliver the escrow deposit within said 10 day period, Seller shall have the option pursuant to Section 9 of this Memorandum to terminate any further obligations to Buyer under this Memorandum and to terminate this transaction. Simultaneously, with the delivery of the Escrow Deposit, Seller, Buyer and Escrow Agent shall execute an Escrow Agreement which shall govern the disposition of the Escrow Deposit.

4. Asset Purchase Agreement. The parties agree to proceed expeditiously and in good faith to negotiate and execute a formal Asset Purchase Agreement (the "Purchase Agreement") consistent with the terms and conditions of this Memorandum and including, in addition, representations, warranties, covenants and conditions usual and customary to agreements for the sale of a radio broadcast station. The parties agree to use their best efforts to sign a Purchase Agreement within thirty (30) days of the date of this Memorandum.

5. FCC Application. The parties agree to proceed expeditiously to prepare and file with the Federal Communications Commission ("FCC") within ten (10) business days of the date of this Memorandum an appropriate assignment application to assign the Station licenses to Buyer. The parties shall share equally the FCC filing fees for the assignment application. The parties agree and covenant that they will prosecute the assignment application diligently and in good faith and, without limiting the foregoing, Seller agrees to provide to Buyer any information reasonably requested by Buyer in support of Buyer's request for waiver of the FCC multiple ownership rules as required in support of Buyer's acquisition of the Station. The

parties agree that the failure of the FCC to refuse to grant Buyer's requested waiver shall not constitute a breach or default by Buyer.

6. Noncompetition Agreement. As a further inducement for Buyer to enter into this Memorandum, Seller agrees that neither it, nor its shareholders, shall compete with Buyer in the ownership, management, employment or operation of any radio broadcast station that is licensed to a community located within a fifty (50) mile radius of the geographic coordinates of the Station's existing transmitter site for a period of four (4) years following the closing. As consideration for Seller's covenant not to compete, Buyer shall pay to Seller the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_). \_\_\_\_\_ payable in accordance with the attached Payment Schedule. The parties agree to diligently and in good faith negotiate a formal noncompetition agreement that incorporates the above provisions and to execute such agreement at the closing on the purchase and sale of the Assets.

7. Local Marketing Agreement. Simultaneously with the execution of the Purchase Agreement, the parties agree to execute a Local Marketing Agreement ("LMA") for the operation of the Station prior to the closing and to terminate the JOA effective with the start of the LMA.

8. Conditions. The obligations of the parties to close on the transactions contemplated by this Memorandum are expressly conditioned upon the following:

- a. The negotiation, \_\_\_\_\_ execution of an Escrow Agreement and delivery of the Escrow Deposit within ten (10) days of the date of this Memorandum;
- b. The negotiation and execution of a formal Purchase Agreement \_\_\_\_\_

~~§§~~ within thirty (30) days of the date of this Memorandum;

c. The negotiation and execution of a formal Noncompetition Agreement on or before the closing; and

d. The prior approval of the assignment application by the FCC without the imposition of any condition by the FCC that is materially adverse to either Seller or Buyer within twelve (12) months of the date such application is filed with the FCC.

~~§§~~ 8. Expenses. Each party shall be responsible for the payment of its own fees and expenses incurred in connection with the transaction, provided however, that the FCC filing fees shall be shared equally by Seller and Buyer.

~~§§~~ 9. Termination. In the event the parties are unable, despite their good faith efforts, to negotiate and execute a formal Purchase Agreement within 30 days of the date of this Memorandum, or in the event Buyer fails to make the escrow deposit within 10 days of the date of this Memorandum, either party may give notice in writing to the other party that it is terminating negotiations and each party, thereafter, shall be relieved of any further obligation under this Memorandum.

~~§§~~ 10. Counterparts. This Memorandum may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first written above.

PATHFINDER COMMUNICATIONS CORPORATION

- 4 -

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By: \_\_\_\_\_  
John F. Dille, III, President

**BOOTH AMERICAN COMPANY**

By: \_\_\_\_\_  
John L. Booth, II, President

- 5 -

JUN-01-1993 17:22

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**PAYMENT SCHEDULE**

**Attachment to Memorandum of Understanding  
between  
Booth American Company  
and  
Pathfinder Communications Corporation**

Total Consideration, as that term is defined in the foregoing Memorandum of Understanding, shall be paid by Pathfinder to Booth as follows:

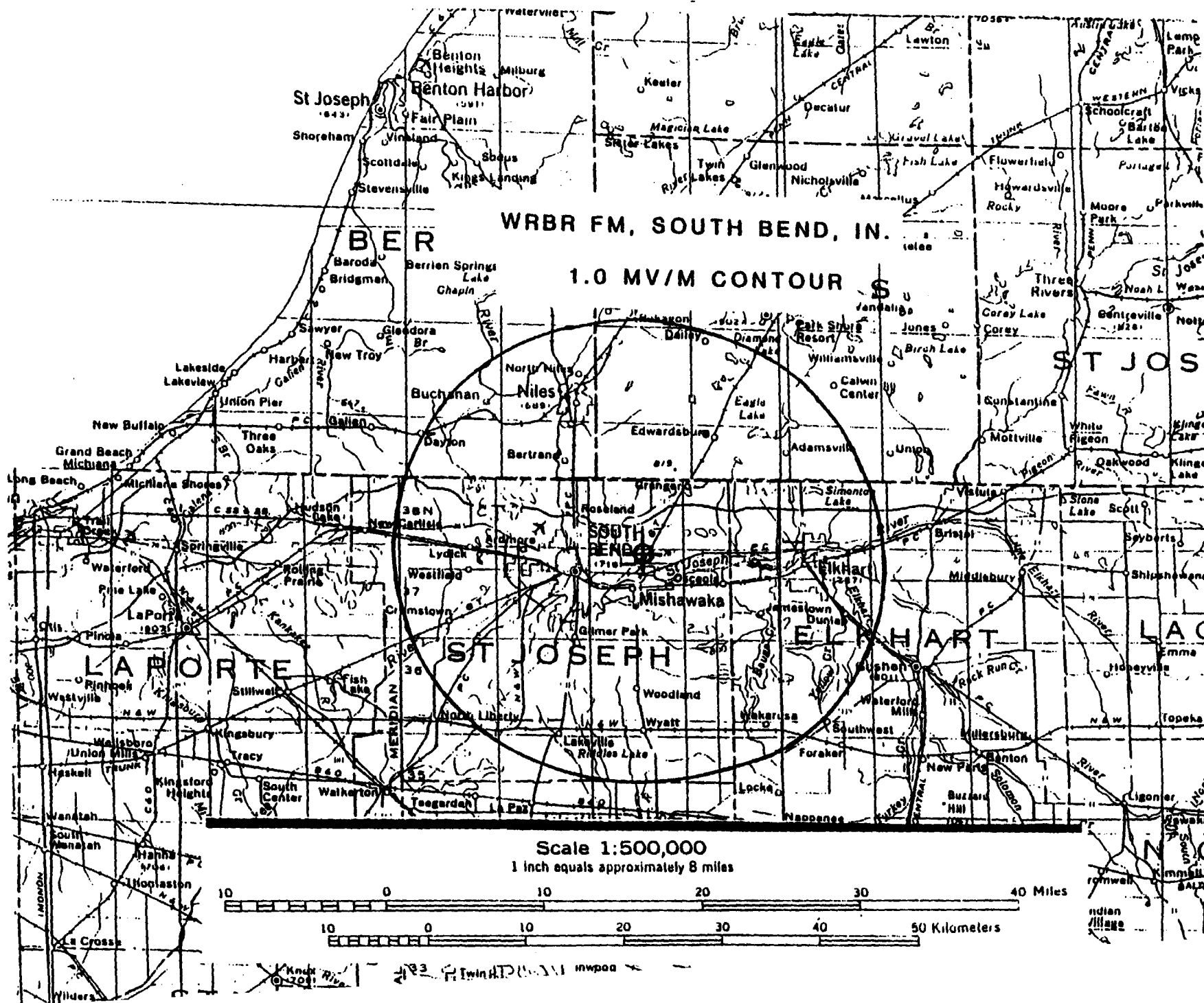
\$5,000 per month on the first day of the 7th through 12th months following the signing of the Purchase Agreement and LMA;

\$105,000 on the closing, provided that the closing shall occur no sooner than 12 months following the signing of the Purchase Agreement;

\$10,000 per month on the first day of the 13th through 18th months following the closing;

\$15,000 per month on the first day of the 19th through 33rd months following the closing; and

\$240,000 on the first day of the 34th month following the closing.



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IRWIN, CAMPBELL & CROWE  
1320 EIGHTEENTH STREET, N.W.  
SUITE 400  
WASHINGTON DC 20036  
PHONE (202)728-0400

Invoice submitted to:  
Federated Media  
P.O. Box 2500  
Elkhart IN 46515-2500  
Mr. Robert Watson

Invoice #10792

August 10, 1993

In reference to: WLTA-FM, Elkhart, IN - #30406

For Legal Services Rendered From July 1 to July 31, 1993

	<u>Hrs/Rate</u>	<u>Amount</u>
Total Hours and Amount		
07/07/93 ACC Calls M. Lamberti re significant viewing petition and Arbitron surveys	0.50 180.00/hr	90.00
07/19/93 ACC Call J. Dille re duopoly rules	0.20 180.00/hr	36.00
07/23/93 ACC Calls J. Dille and research re FCC cross-interest policy as applied to newspapers	2.00 180.00/hr	360.00

2.70 \$486.00

Additional charges:

-Facsimile

1.00

PATH01868

Date 10-9-97  
 Reporter W. J. G. G.  
 Disposition Accepted  
 Presented by W. J. G. G.  
 Doctor No. W. J. G. G.  
 Federal Communications Commission  
 Exhibit No. 10  
10/12/97

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999410

Federated Media

Page 2

-Conference Telephone Call  
-Telephone  
-Copying

Amount

62.70  
34.94  
11.70

Total costs

\$110.34

Total amount of this bill

Previous balance

07/27/93-Payment - thank you

Balance due

PAY → \$596.34

CR \$2,671.61

(\$2,671.61)

\$596.34

OK  
✓

25303  
9-15-93

364.83.1 = 90.00

654.95 = 506.34

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9-15

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IRWIN, CAMPBELL & CROWE  
1320 EIGHTEENTH STREET, N.W.  
SUITE 400  
WASHINGTON DC 20036  
PHONE (202)728-0400

Invoice submitted to:  
Federated Media  
P.O. Box 2500  
Elkhart IN 46515-2500  
Mr. Robert Watson

Invoice #10935

September 9, 1993

In reference to: WLTA-FM, Elkhart, IN - #30406

For Legal Services Rendered From August 1 to August 31, 1993

	<u>Hrs/Rate</u>	<u>Amount</u>
Total Hours and Amount		
08/06/93 ACC Calls J. Quale and J. Dille re WRBR deal	0.30 180.00/hr	54.00
08/12/93 ACC Draft Newco memorandum	1.00 180.00/hr	180.00
08/17/93 ACC Call J. Dille re WRBR JOA	0.40 180.00/hr	72.00
08/19/93 ACC Calls re Booth agreement	0.20 180.00/hr	36.00
08/24/93 ACC Call J. Haines re WRBR	0.20 180.00/hr	36.00
ACC Meeting L. Eads re WRBR; calls re same	1.00 180.00/hr	180.00

HICKS000376

**Federal Communications Commission**

Docket No. MM98-66 Exhibit No. 12

Presented by MJB

Disposition (initials)

Reported (initials)

Date 10-6-98

Identified K

Received 0422

Rejected 1998

Federated Media

Page 2

<u>Hours</u>	<u>Amount</u>
3.10	\$558.00

Additional charges:

-Telephone	12.19
-Facsimile	1.00
-Facsimile	1.00

Total costs

\$14.19

Total amount of this bill

\$572.19

Previous balance

\$596.34

Balance due

\$1,168.53

2

HICKS000377

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Robert A. Watson  
Secretary - Treasurer

August 31, 1993

COPY

Pathfinder Communications Corp.  
WCKY/WIMJ, Cincinnati  
WTRC/WLTA, Elkhart/South Ber  
WOHK-AM/FM, Fort Wayne  
WMEE, Fort Wayne  
WCUZ-AM/FM, Grand Rapids  
WQWQ, Muskegon  
BANNER GRAPHIC, Greencastle  
Truth Publishing Company, Inc.  
THE ELKHART TRUTH  
KOLL-AM/FM, Tulsa

P.O. Box 2500  
Elkhart, Indiana 46515  
Telephone (219) 294-1661  
FAX (219) 294-4014

Federated Media



David Foltyn  
Honigman Miller Schwartz and Cohn  
2290 First National Building  
Detroit, Michigan 48226-3583

Dear Mr. Foltyn:

John Dille III asked that I send to you the enclosed documents. Most of our proposed changes, inserts and comments are made on the respective pages. There are a few other items which John Dille will be discussing with John Booth in the near future.

Our comments, if any, relating to the Security Agreement, Pledge Agreement and Board of Director's Consent will follow in the next day or so.

As you are probably aware, the purchaser will not be related to Pathfinder Communications Corporation; the corporate name is still yet to be established.

If you have any questions that I can help you with, please call me.

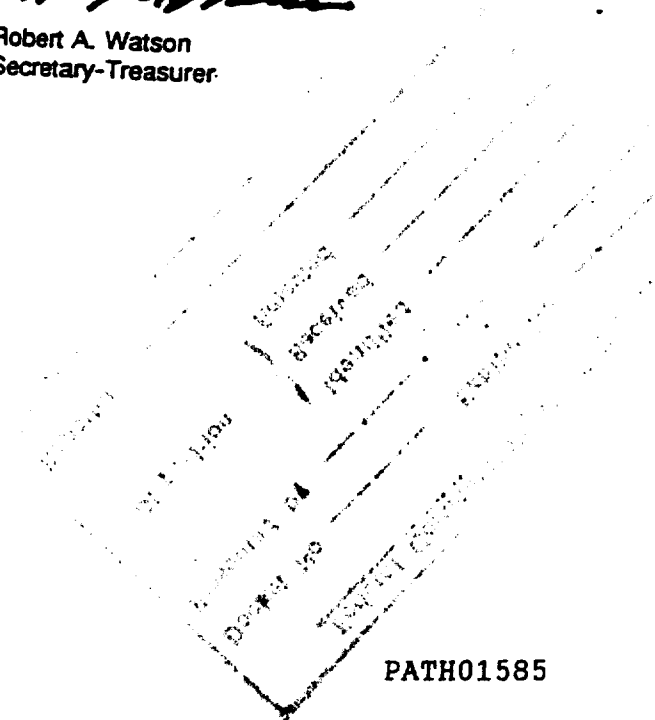
Sincerely,

Robert A. Watson  
Secretary-Treasurer

RAW/md

Enclosures

cc: John L. Booth II  
Robert B. Ridder, Jr.



PATH01585

Federal Communications Commission  
Docket No. MM95-66 Exhibit No. 13  
Presented by MMB  
Di position Identified  
Reporter Received  
Date 10-6-95 Oct 22 1995  
Rejected

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September 2, 1993

Original  
Letter  
To  
Booth

Mr. John L. Booth  
President  
Booth American  
333 W. Fort Street  
Detroit, MI 48226

Dear Mr. Booth:

This letter will confirm my interest in the purchase of Radio Station WRBR in South Bend, Indiana owned by Booth American.

It is my understanding that you have had discussion with Mr. John Dille regarding this property and he has indicated to you that he no longer has interest in the purchase of this station.

My intentions would be to form a Indiana corporation under Sub-S status with Mr. Dille's children. I would hold a majority interest of 52% with the children holding 48% total, each with 16%.

Mr. Dille informs me that there is now in place a selling agreement with Radio Station WLTA and that this agreement provides an incentive for either station to perform well as revenues would be tied to audience shares. We feel it would be important to continue this agreement.

If my interest is acceptable to you I would ask that contracts or other agreements necessary for my consideration be forwarded to me as soon as possible. Please also inform me of any additional information that I may need to supply to you.

Sincerely,

David L. Hicks  
President  
Hicks Broadcasting Corp.

DLH:rt

PATH00215



**Federal Communications Commission**

Docket No. MM98-66 Exhibit No. 15

Presented by MMB

On petition ☒ Identified ☐ Received ☐ Rejected

Reporter [Signature]

Date 10-6-98

11-5-98

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MEMORANDUM

TO: The WRBR Working Group (see attached list)

FROM: Kimberly K. Hudolin, Honigman Miller Schwartz and Cohn

RE: Revised drafts of documents

DATE: September 14, 1993

Enclosed for your review and comment are revised drafts of documents in connection with the proposed sale of WRBR-FM, South Bend. These documents are being sent to all parties simultaneously to expedite review, and thus remain subject to comment by Booth American Company.

Based on our discussions with John Booth, it appears that the LMA will no longer be necessary. Accordingly, we have removed references to it from this draft.

Please feel free to contact either David Foltyn (313-256-7763) or myself (313-256-7892) with any comments or questions you may have.

cc(w/encl.): David Foltyn

B3248x

Federal Communications Commission	
Docket No. <u>MM98-66</u>	Exhibit No. <u>16</u>
Presented by <u>MMB</u>	
Disposition	Identified <u>✓</u>
	Received <u>Oct 22, 1991</u>
	Rejected <u>                    </u>
Reporter <u>gla</u>	
Date <u>10-6-98</u>	

HICKS 000741

HICKS 308

WRBR Working Group

John L. Booth, II  
Booth American Company  
333 West Fort Street, 12th Floor  
Detroit, MI 48226

David L. Hicks  
Hicks Broadcasting Corp.  
4154 Jennings Drive  
Kalamazoo, MI 49005

John F. Dille, III/Robert A. Watson  
Pathfinder Communications Corporation  
421 South 2nd Street  
Elkhart, Indiana 46515

B3250x

HICKS 000742

HICKS 309